

1. Definitions

Address is an identifier given by a Channel to a Channel user or from a Portal to a Customer, which allows the Invoice to be forwarded to the Channel user. In channels provided by credit institutions or payment service providers, the Address may be a current account number (IBAN). If the Invoice is sent by e-mail, the e-mail address is the address.

Invoice is a payment document issued by the Seller to the Buyer upon selling goods or services. Invoice may be in e-invoice or PDF format.

E-invoice is an invoice issued, sent, and received in a structured electronic form in XML format allowing to process it automatically and electronically.

Internet Bank is an electronic system owned by Bank for receiving online services offered by it on the website <https://ibanka.seb.lv>.

Channel is a software or user interface created by any service provider, including a credit institution or payment service provider that allows Invoices to be received, displayed and sent. In the context of the Agreement, a channel means only those channels that are connected to the Portal (e.g. e-mail, e-address, accounting systems, Portal, Internet Bank and PEPOL network etc.).

User is a natural person authorised by the Customer who has access to the Portal services. A User is a person to whom the Customer has given the right to perform any operations in the Internet bank on behalf of the Customer.

Customer is a legal entity that has entered into an Agreement with the Bank and accepted the terms of the service and who can receive and send Invoices through the Portal. Customer may act as a Seller when sending Invoice or as a Buyer when receiving Invoice.

Buyer is a person that purchases the goods or services and to whom the Invoice is issued.

Seller is a person that has sold goods or provided services to the Buyer and issues an invoice to the Buyer for the relevant goods or services.

Agreement is this E-invoice Portal agreement concluded between the Bank and the Customer. The agreement consists of an application and Terms and conditions,

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Portal is self-service platform provided by the Bank in cooperation with Technical partner that allows the Customer to use the Services, including receiving, sending, and storing Invoices.

Service is the services offered on the Portal, including sending, receiving and storing Invoices until Agreement is valid according to chosen Service plan. The complete list and price list of the offered Services in each Service plan can be found on the Bank's website www.seb.lv.

Service plan is a certain range of Services that are provided to the Customer for a fixed monthly fee.

Technical partner is the technical service provider Unifiedpost AS, registration code 40003380477.

Terms and conditions are the terms and conditions of the Agreement that establish the procedure for using the Portal.

Explanation of terms used in this Agreement but not explained in this clause is available in the Bank's General business terms and conditions.

2. General Provisions

2.1. In order to use the Services, the Customer enters into an Agreement with the Bank.

2.2. After concluding the Agreement, the Bank creates an Address for the Customer on the Portal, which is visible to other Service users on the Portal.

2.3. The Customer can log in to the Portal via the SEB Internet Bank for Business.

2.4. In matters not regulated by the Agreement (e.g. liability, restricted availability of services, amendments, dispute resolution etc.), the Bank and the Customer follow the General business terms and conditions of the Bank, the Privacy policy, the Price list, the Terms and conditions of Settlement, and other relevant terms and conditions governing other agreements between the Customer and the Bank.

3. Content of the Service

3.1. The Bank enables the Customer to receive Invoices at the Address given to the Customer, send Invoices to the Addresses selected by the Customer on the Portal, based on the Service Plan chosen and store Invoices during the validity period of Agreement in the Portal.

3.2. The User using the Portal on behalf of the Customer has the right to use all Services of the Portal, including sending, receiving, and storing or deleting Invoices. When paying E-invoices, the limits and restrictions set by the Customer in the Internet Bank apply to the User.

3.3. The Bank forwards E-invoices to the Addresses within one business day, except if the Technical partner is performing maintenance work on the Portal.

3.4. The E-invoices received by the Customer in the Portal are also mirrored in the Internet Bank.

3.5. The Bank provides Services to the Customer under the Terms and conditions of the Agreement and to the extent specified in the Agreement. The Bank may at any time change the list of Services offered or terminate their provision.

3.6. The visual design of an Invoice sent through the Portal is determined on the Portal by the Customer, but the final design depends on the Channel through which the Invoice is received and may therefore change. The Bank makes every effort to maintain the design of the Invoice regardless of the Channel through which the Invoice is received.

4. Protection and Confidentiality of Personal Data

4.1. The information provided during the Agreement, including personal data, is confidential, except for if:

4.1.1. it is publicly available;

4.1.2. a party to the Agreement became aware of it through a third party;

4.1.3. it belongs to a party to the Agreement.

4.2. The Bank keeps confidential information as a banking secret in accordance with the Bank's General business terms and conditions.

4.3. The Customer may not disclose confidential information to third parties, except for if the disclosure of such information is required or permitted by law, the Agreement, or the General business terms and conditions of the Bank.

4.4. The Customer may share confidential information with their employees and companies belonging to the same group, to whom the obligation of confidentiality also extends. The Customer ensures that the employees and companies belonging to the same group to which confidential information was disclosed are aware of and comply with the obligation of confidentiality.

4.5. The Customer is responsible for the correctness and legality of the processing of personal data transmitted to the Bank through the Portal in any form and is the data controller of personal data.

4.6. The Bank processes the data provided by the Customer, including personal data, in accordance with the Terms and conditions of the Agreement, the Bank's Privacy policy, and the Customer's instructions, and is the data processor of personal data.

4.7. The Bank and the Technical partner have entered into a personal data processing agreement for the processing of personal data, in accordance to which the Technical partner processes personal data and confidential information in accordance with the terms and conditions of the Agreement and the instructions of the Bank and the Customer. The Technical partner is the sub-authorised processor of personal data.

4.8. The Bank has the right to use the data collected on the Portal about the Customer, except for personal data, for the purpose of compiling statistics or analysing the Service.

- 4.9. The confidentiality obligation applies for an unidentified term.
- 4.10. If the Agreement expires, the Bank and the Technical partner delete the Invoices and the related personal data from the Portal after two months.

5. Service Fee and its Payment

- 5.1. The Customer pays a service fee for the Portal Services in accordance with the Bank's Price list, unless otherwise agreed upon. Service monthly fee is charged for each month, regardless of the number of days when the Service was actually used.
- 5.2. The Bank keeps records of the Portal Service provided to the Customer in the current month and charges the service fee from the Customer's Service fee account no later than on the tenth date of the following month.
- 5.3. If there is no money in the Customer's Service fee account or if the amount of money kept therein is not sufficient to withhold service fees and other amounts arising from agreements entered into between the Bank and the Customer, the Bank, shall at its discretion, be entitled to withhold said amount from other accounts of the Customer concerned.

6. Liability

- 6.1. The Customer is responsible for all actions and their consequences, performed by logging in Portal with the User authentication tools.
- 6.2. The Customer is responsible for the content and accuracy of Invoices when sending any Invoices or other documents in the Portal. The Customer is fully responsible for its actions in Portal, including that the Customer has acted as the Seller or on behalf of the Seller, when sending Invoices.
- 6.3. The Customer is responsible, that Invoices shall be prepared in accordance with the requirements of applicable laws and regulations.
- 6.4. If the Buyer is a natural person, the Customer may send an Invoice to the Address that both parties have agreed. If Buyer has informed the Customer on Address change the Customer shall send the Invoice to the new Address.
- 6.5. The Customer is aware that every Portal user may issue the Invoice to the Customer. It is the Customer's responsibility to verify whether the Invoices received by the Customer are addressed to the Customer and whether Customer wishes to pay those Invoices.
- 6.6. Bank is not liable for the issuance of the Invoice to the Customer, nor the content of the Invoiced received by Customer.
- 6.7. The Bank does not resolve disputes between the Customer and the sender or recipient of the Invoice – e.g. Buyer and/ or Seller - arising from the correctness or untimely payment of the Invoice. Any disputes between the Customer, the Buyer and/or the Seller are settled between the Customer, the Buyer and/ or the Seller without the involvement of the Bank.
- 6.8. The Bank is not liable for unavailability of the Services incl. non-transmission of the Invoice if the Services are not available and/or Invoice is not transmitted for reasons independent of the Bank. Such reasons include, but are not limited to, failures and/ or computer viruses in the computer systems of Customer and/or receiver of Invoice, third party IT solutions or data communication, failure or disruption of the Internet and telecommunications as a result of quality of service, force majeure, etc.
- 6.9. The bank is not liable for loss of income or other losses, as well as losses incurred by the Customer in connection with the Service suspension or termination of the Agreement, regardless of the reason for such suspension or termination.

7. Validity, Amendment, and Termination of the Agreement

- 7.1. The Agreement enters into force upon signature and is concluded for an unspecified term.
- 7.2. The Bank has the right to unilaterally change the terms and conditions of the Agreement by notifying the Customer of the changes in advance in accordance with the procedure and terms specified in the General business terms and conditions of the Bank.
- 7.3. Customer has the right to terminate the Agreement in Internet Bank at any time.
- 7.4. The Bank is entitled to terminate the Agreement unilaterally without any advance notice in the event of:
- 7.4.1. non-performance by the Customer of any contractual obligations arising out of the Agreement;
 - 7.4.2. if the Customer has a debt to the Bank for the service fees arising from the Agreement for at least three consecutive calendar months;
 - 7.4.3. if Customer's Internet Bank is suspended or Internet Bank agreement is terminated;
- 7.5. The Bank has the right to terminate the Agreement in other cases set out in the General business terms and conditions of the Bank.